



DEPARTMENT OF POLICE

Marc Elrich
County Executive

Marcus G. Jones
Chief of Police

INFORMAL SOLICITATION

Request for Quotation

#1129021

Police Promotional Assessment Accommodations

ISSUE DATE: 3:00pm EST, March 19, 2021

SUBMISSION DEADLINE: 3:00pm EST, March 29, 2021

Montgomery County, Maryland, Department of Police is soliciting proposals for Police Promotional Assessment Accommodations. Proposals must be returned not later than the date and time listed above.

This solicitation will result in one Contract.

The following pages contain the terms, conditions and specifications for this Request for Quotation.

One original copy of your proposal must be submitted to Brian Hawley at:
Brian.Hawley@montgomerycountymd.gov.

Should you have any questions regarding this solicitation, please contact Andrea Hennessy-Welcome, NIGP-CPP, CPPB via email at: Andrea.Hennessy-Welcome@montgomerycountymd.gov.

**MONTGOMERY COUNTY, MARYLAND
ACKNOWLEDGMENT PAGE**

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Legal
Name: _____

Printed Name and Title of
Person Authorized to Sign
Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct and full legal business name of the offeror must be used in proposals received and, on all contracts, issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number

Date

SECTION I – INSTRUCTIONS, CONDITIONS AND NOTICES

INSTRUCTIONS:

Registered Vendor

The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register:

<https://www.mcipcc.net/>.

Acknowledgment

The offeror must include the signed Acknowledgment (Page 2) indicating agreement with all the provisions, terms and conditions of this solicitation.

Maryland State Department of Assessments and Taxation (MD-SDAT)

Vendors doing business in the State of Maryland are required to be in ‘Good Standing’ with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering into a contract with your firm. The County will verify this status on the MD-SDAT website. If your firm has a ‘Forfeit’ status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT. If this status is not rectified in a timely manner with MD-SDAT, then your firm may be declared non-responsible and your proposal will be rejected.

Information can be found at: (<https://dat.maryland.gov/businesses/Pages/default1.aspx>) and (<https://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

CONDITIONS:

Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- General Conditions of Contract between County & Contractor
- Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf) and its companion document entitled, “Minority, Female, Disabled Person Subcontractor Performance Plan” (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf).
- Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, “Wage Requirements Certification”, and “501(c)(3) Non-profit Organization’s Employee’s Wage and Health Insurance Form” www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf.
- Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
- All representations and certifications listed in this document.

Determination of Responsibility

The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

- The director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.
- The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
- The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction (“work”) required.
- The ability of the offeror to perform the contract or provide the work within the time specified without the delay, interruption or interference.
- The integrity, reputation and experience of the offeror and its key personnel.
- The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
- The offeror’s previous and existing compliance with laws and ordinances relating to the contract or work.
- The certification of an appropriate accounting system, if required by the contract type.
- Past debarment or suspension by the County or other governmental entity.

Late Proposals

Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.

Minority, Female, Disabled Person Program Compliance

Under County law, this solicitation is subject to the Montgomery County Code (Part II. Chapter 11B.Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

- Information regarding the County’s MFD program can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/MFD)
- Entitled “Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor”.
- The companion document entitled “Minority, Female, disabled Person Subcontractor Performance Plan” can be found on the Office of Procurement website at: (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)

Montgomery County Code and Procurement Regulations

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

Payment Terms

The County’s payment terms are net thirty (30) days. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a Procurement Card (“P-Card”) or a Single Use Account (“SUA”) method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a P-Card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County’s P-Card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge price, or other obligation for any reason related to or associated with the County’s use of either a P-Card or a SUA method of payment.

Qualifications of Offerors

Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed or are regularly engaged in performing the services for which they are submitted a proposal, and that they maintain a regularly established place of business.

An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract.

Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

Services Contract (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification Form**, its proposal may be deemed unacceptable and rejected under County law.

Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurements website at: (www.montgomerycountymd.gov/WRL). Contractor must comply with the Wage Requirements Law (WRL) for Services Contracts Addendum to the General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification** form at the website below.

The companion document entitled "Wage Requirements Certification" form can be found on the Office of Procurement website at" (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf).

NOTICES:

Proprietary & Confidential Information

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential, commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential, commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary". However, the County by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.

The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.

Verbal Explanations

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

END SECTION I – INSTRUCTIONS, CONDITIONS AND NOTICES

[Remainder of Page Intentionally Left Blank]

SECTION II- GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1.ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;

- (5) accept or reject the contractor's performance;
Page 1 of 7
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- I a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- I a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 I.
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

Page 2 of 7

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation.

The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.

Page 2 of 7

- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

Page 3 of 7

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no

event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

Over	<u>Up to 50</u> <u>1,000</u>	<u>Up to 100</u>	<u>Up to 1,000</u>
Workers Compensation (for contractors with employees)			
Bodily Injury by			
Accident (each)	100	100	100
See			
Disease (policy limits)	500	500	500
Attachment			
Disease (each employee)	100	100	100
Commercial General Liability	300	500	1,000
See			
for bodily injury and property	Attachment		
damage per occurrence, including			
contractual liability, premises			
and operations, and independent			
contractors			
Minimum Automobile Liability			
(including owned, hired and non			
owned automobiles)			
Bodily Injury			
each person	100	250	500
See			
each occurrence	300	500	1,000
Attachment			
Property Damage			
each occurrence	300	300	300
Professional Liability*	250	500	1,000
See			
for errors, omissions			
Attachment			
and negligent acts, per			
claim and aggregate, with			
one year discovery period and			
maximum deductible of \$25,000			
Certificate Holder			
Montgomery County Maryland (Contract #)			
Office of Procurement			
255 Rockville Pike, Suite 180			
Rockville, Maryland 20850 4166			

*Professional services contracts only

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u> <u>1,000</u>	<u>Up to 100</u>	<u>Up to 1,000</u>
Commercial General See Liability minimum Attachment combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION – INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- 1 endangering the performance of this contract.

Page 6 of 7

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45, REVISED 03/01/2018

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION III- SCOPE OF SERVICES

Background

The intent of this Request for Proposal is to solicit proposals for the procurement of meeting room space, accommodations and food for Police promotional assessment activities during the following approximate time period: Proposed dates of Services: June 3, 2021 through June 15, 2021 as required by the County and subject to cancellation or change due to COVID restrictions.

I. SCOPE REQUIREMENTS

1. The Contractor must provide all furnishings except file cabinets and must provide ability to print and copy for small changes that may be needed to presentation materials.
2. The Contractor must ensure that all promotional exam/conference rooms and headquarters rooms are located in the same building corridor/wing with the Montgomery County Police Department (MCPD) having exclusive use of the area. Non-MCPD room rental will be prohibited during the time period of the MCPD occupancy.
3. The Contractor must be located within Montgomery County and provide free parking.
4. The Contractor must attach a map/diagram of the facility/rooms, specifically the layout of the required rooms. Room dimensions must be clearly marked. The Headquarters (HQ) room must be at least 675 square feet and accommodate up to 20 people, social distanced at tables that face each other in a square configuration. There must be space for 3 additional 6-foot worktables, two file cabinets and food and drink set up around the perimeter. The five Exam/Conference rooms must be set up to the County's specifications and accommodate 4-5 people, allowing that group the ability to see each other, interact and maintain social distancing. These five rooms must also accommodate 4-5 six-foot tables so four to five people can work with social distancing.
5. The Contractor must set up all catering services in the County approved and designated headquarters room.
6. The Contractor must provide hot breakfast with several food items each day as approved by the County. Breakfast must be served by 7:30AM the first two days of each time period, and by 6:30AM the remaining days.
7. The Contractor must provide hot lunch with several food items including salad each day, as approved by the County. Lunch must be served by 11:30AM.
8. The Contractor and Contractor's hotel and catering staff must wear masks throughout the duration of services provided to the County per COVID guidelines.
9. The Contractor must provide hot and cold beverages refreshed all day including coffee, tea, water and soft drinks. For sanitary reasons, no open containers or sugar or creamer are permitted. Contractor must provide individually packaged products.
10. The Contractor must provide an individually packaged afternoon snack, as approved by the County each day, which must be served by 2:00PM.
11. The Contractor must provide non-smoking sleeping rooms located in the same building. All rooms must open to an inside hallway.
12. The Contractor must ensure minimal exposure to noise to the corridor/wing being used. Rooms must not be located near pools, public hallways, common areas, animal accommodations or in any other potentially noisy setting or within earshot of noisy activities.
The County reserves the right to determine the appropriateness of any proposed room locations.
13. The Contractor must provide the same key/room access code to allow entry into each exam/conference room and headquarters room.
14. The Contractor must have the room setup completed by 7:00AM on the first day of the approximate time period.
15. The Contractor must attach a sample menu of all proposed food and beverage items to their response to this proposal.

16. The Contractor must provide the ability to confirm reservation of the rooms for the timeframe required. **NOTE: The County reserves the right to cancel room reservations if it is in the best interest of the County.** The Contractor acknowledges that the County may need to adjust dates and times. Contractor must waive any charges for cancelled rooms upon notification by the County. Contractor must accommodate County with any reservation changes needed at no added cost to the County.
17. The Contractor must provide proof of registration in the on-line Central Vendor Registration System (CVRIS) www.mcipcc.net
 - **Vendor Registration Number:** _____ must be submitted with the proposal.
 - **If available at time of proposal submission, please include Maryland Dept of Assessments and Taxation (SDAT) ‘good standing’ status document. Please note that a contract may not be executed until a ‘good standing’ status is provided to the County.**

SECTION IV – CONTRACTOR’S QUALIFICATIONS

1. Contractor must be licensed in the State of Maryland to provide the services described in this Solicitation.
2. Contractor must follow all laws, regulations and requirements as applicable to perform services as required by a contract resulting from this solicitation.

SECTION V- CONTRACTOR’S RESPONSIBILITY

1. Contractor must provide all facility space, materials, supplies, and equipment to perform the services as described in this solicitation.
2. Contractor must provide staff to fully perform services as described by this solicitation.

SECTION VI – COUNTY RESPONSIBILITY

1. The County will provide clear direction to the Contractor of its requirements and will provide County staff onsite to assist in directing with ‘set up’ of rooms as needed.
2. The County will determine what is in its best interests as it evaluates the actual distance from its headquarters location and traffic congestion around venue.
3. The County reserves the right to determine the suitability of rooms offered pursuant to the Scope Requirements listed in this Solicitation.

SECTION VII – SITE VISIT

The County reserves the right to perform a site visit as part of the responsibility check.

SECTION VIII – EVALUATION CRITERIA/METHOD OF AWARD

I. Written Proposal Evaluation Criteria

- a) Upon receipt of proposals, the Department will review and evaluate all proposals in accordance with the evaluation criteria listed below.
- b) The Department will also review each offeror for responsibility.
- c) The Department will make its award recommendation of the highest ranked offeror based on the Department’s evaluation scores of the written proposals and its responsibility determination.
- d) The Chief of Police will forward his/her recommendation to the Director, Office of Procurement
- e) The Director, Office of Procurement, may approve with conditions, or reject the Using Department Head’s recommendation.
- f) The County reserves the right to cancel the solicitation.

EVALUATION CRITERIA		POINTS
	The written proposals will be evaluated based on the following criteria:	
1.	Offeror's qualifications and years of experience in providing these services	10
2.	Offeror's capacity to provide required space, equipment and other requirements as outlined in the Scope of Services.	20
3.	Offeror's written plan describing its ability to provide goods, staff and services.	25
4.	Offeror's ability to provide non-smoking sleeping rooms located in the same building. All rooms must open to an inside hallway.	20
5.	Offeror's ability to perform the work within the time specified without the delay, interruption or interference.	10
6.	Map/diagram of the facility/rooms and a Sample Menu	5
7.	Price Proposal	10
Highest Possible Score for Written Evaluation		100

II. Method of Award

The contract will be awarded to the highest ranked offeror based on the Using Department's evaluation scores of the written proposals.

SECTION IV – PROPOSAL SUBMISSION CRITERIA

Proposal Submission

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.

Offerors must submit their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the Using Department to evaluate the offeror's capabilities and experience. Proposals must include all required documents including the following:

- A. Offeror's Plan to provide the goods, staff and services described in the Scope of Services including Map/diagram of the facility/rooms and a Sample Menu
- B. Price Proposal (Solicitation Attachment B)
- C. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and email address.
- D. The Acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- E. At least 3 references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County (see Solicitation Attachment A).

- F. This solicitation is subject to the Wage Requirements Law (see pages 3 and 5), the offeror must submit the appropriate Wage Requirements Law forms found at:
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf) . Page 16
- G. Failure to complete and submit the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- H. Mid-Atlantic Purchasing Team Rider Clause -
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf) .
- I. Minority, Female, Disabled Person Subcontractor Performance Plan
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf) . **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal.**
Minority Business Program and Offeror's Representation –
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (see Sample of MFD Report of Payments Received
(www.montgomerycountymd.gov/PRO?Resources/Files/SolForm/PMMD-97.pdf)
- J. W-9

SECTION X – CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement.

SECTION XI – COMPENSATION

The contractor will be paid within 30 days after the County's receipt and acceptance of an invoice submitted by the contractor in a form approved by the County.

SECTION XII – INVOICES

All true and correct invoices are due monthly, within thirty (30) days of the end of each month to: POL.Finance@montgomerycountymd.gov. Invoices must include the Contractor's name, address, contract number, purchase order number and a detailed listing of work produced during the month.

SECTION I – CONTRACT ADMINISTRATOR

The Contract Administrator shall be responsible for inspecting all goods/services and authorizing payment upon acceptance. The designated Contract Administrator is Brian Hawley who can be reached at (240) 773-5316.

Page 17

(Remainder of Page Intentionally Left Blank)

SOLICITATION ATTACHMENT A

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

1. Name of Firm: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

2. Name of Firm: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

3. Name of Firm: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

SOLICITATION ATTACHMENT B

PRICE PROPOSAL SHEET

Prices must include all charges necessary to perform the work as outlined in Scope of Services. Proposed dates of Services: June 3, 2021 through June 15, 2021 as required by the County and subject to cancellation or change due to COVID restrictions.

Item #	Description	Estimated Total	X	Price	=	Extended Price
1	Sleeping Rooms (10 rooms per day x 10 days)	100	X	\$	=	\$
2	Exam/Conference Room (5 rooms per day x 10 days)	50	X	\$	=	\$
3	Headquarters Room (1 room per day x 10 days)	10	X	\$	=	\$
4	Continental Breakfast Plates (15 breakfast plates per day x 10 days)	150	X	\$	=	\$
5	Lunch Buffet Served (15 lunch buffet servings per day x 10 days)	150	X	\$	=	\$
6	Afternoon snacks (per person) (15 snacks per day x 10 days)	150	X	\$	=	\$
Total Cost (Sum of Extended Prices for Items 1 to 6)						\$

Legal Company Name: _____

Company Address: _____

Printed or Typed Name of Person Authorized to Draft this Proposal: _____

Signature of Person Authorized to Sign Proposal: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Contact Person for Scheduling Service: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

RFQ#1129021	MONTGOMERY COUNTY, MARYLAND Police Promotional Assessment Accommodations	RETURN BID TO: Brian.Hawley@montgomerycountymd.gov
--------------------	---	--

THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE AND MADE PART OF ANY AWARD: In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The General Conditions of Contract Between County and Contractor shown in this Solicitation.
2. The "Instructions, Conditions, and Notices" shown in Section I of this solicitation.
3. The Special Terms and Conditions.
4. The Specifications shown in this Request.
5. All solicitation amendments.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet.

<p>In compliance with the above, the undersigned agrees, if this bid is accepted to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the delivery schedule.</p> <p>CHECK APPROPRIATE PAYMENT PROVISION: Discount for prompt payment _____%-30 calendar days. Other: _____% _____ calendar days, Net ____ calendar days</p>	<p>NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS</p> <p>The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following: All Signatures must be made by an authorized officer, partner, manager, member or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.</p>
---	---

BIDDER'S NAME:	TELEPHONE NO.:
ADDRESS:	FAX NO.:

IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE, STATE ADDRESS ON A CONTINUATION SHEET.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID (TYPE OR PRINT):	
SIGNATURE:	DATE:

SECTION XIII– SPECIAL TERMS AND CONDITONS

I. Method of Ordering

It is the intention of the County to issue written purchase orders or blanket purchase orders to the Contractor. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

II. Delays and Extension of Time

If the Contractor is delayed at any time in the delivery of the items required under the Contract resulting from this Solicitation by any act or neglect of any separate contractor employed by the County, or by any changes ordered in the items, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

III. Failure to Perform/Deliver

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under the Contract (purchase order) resulting from this Solicitation, or any other contract (purchase order) with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

SECTION XIV – MANDATORY INSURANCE REQUIREMENTS

Insurance requirements are waived for this purchase.